

September 24 2010

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

First Choice Bank
17414 Carmenita Road
Cerritos, CA 90703

Ladies and Gentlemen:

Reference is made to that certain Letter Agreement incorporating the Exchange Agreement – Standard Terms dated of even date herewith (the “*Exchange Agreement*”) by and among the United States Department of the Treasury (“*Investor*”) and First Choice Bank (“*Company*”). Investor and Company desire to set forth herein certain additional agreements regarding Company’s commitment to the holder of the Preferred Shares after the closing of the transactions contemplated by the Exchange Agreement. Terms that are defined in the Exchange Agreement are used in this letter agreement as so defined.

In order to comply with California Corporations Code §212(a), the Company has modified section 7(b) of the Standard Provisions of the Certificate of Designations attached as Annex B to the Exchange Agreement (the “*Certificate of Designations*”) to read in full as follows:

“Whenever, at any time or times, dividends payable on the shares of Designated Preferred Stock have not been paid for an aggregate of eight quarterly Dividend Periods or more, whether or not consecutive, the holders of the Designated Preferred Stock shall have the right, with holders of shares of any one or more other classes or series of Voting Parity Stock outstanding at the time, voting together as a class, to elect two directors (hereinafter the “Preferred Directors” and each a “Preferred Director”) at the Issuer’s next annual meeting of stockholders (or at a special meeting called for that purpose prior to such next annual meeting) and at each subsequent annual meeting of stockholders until full dividends have been paid on the Designated Preferred Stock for at least four consecutive Dividend Periods, at which time such right shall terminate with respect to the Designated Preferred Stock, except as herein or by law expressly *provided*, subject to revesting in the event of each and every subsequent default of the character above mentioned; provided that it shall be a qualification for election for any Preferred Director that the election of such Preferred Director shall not cause the Issuer to violate any corporate governance requirements of any securities exchange or other trading facility on which securities of the Issuer may then be listed or traded that listed or traded companies must have a majority of independent directors. Upon any termination of the right of the holders of shares of Designated Preferred Stock and Voting Parity Stock as a class to vote for directors as provided above, the Preferred Directors shall cease to be qualified as directors and the term of office of all Preferred Directors then in office shall

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terminate immediately. Any Preferred Director may be removed at any time, without cause and in accordance with Section 303 of the California Corporations Code, by the affirmative vote of the holders of a majority of the shares of Designated Preferred Stock at the time outstanding voting separately as a class together with the holders of shares of Voting Parity Stock. Any vacancy created by the removal of any Preferred Director may be filled only by the affirmative vote of the holders of a majority of the shares of Designated Preferred Stock at the time outstanding voting separately as a class together with the holders of shares of Voting Parity Stock, to the extent the voting rights of such holders described above are then exercisable."

By its execution hereof, the Company hereby confirms and agrees that as of the date hereof and at all times while any shares of the Designated Preferred Stock (as defined in the Certificate of Designations) are outstanding, it shall maintain a range of directors of the Company that will permit the holder of the Preferred Shares to elect two directors in accordance with said sections 7(b). Currently Article III, Section 3.2 (the "*Applicable Provision*") of the Company's bylaws (the "*Bylaws*") provides for a range of directors of no less than seven (7) and no more than thirteen (13). At all times while any shares of the Designated Preferred Stock are outstanding, the Company shall not fill more than eleven (11) director positions. In the event the Company desires to increase the number of directors beyond eleven (11), then the Company shall be required to amend the Bylaws to increase the maximum directors to always allow for at least two open director seats for the holders of the Preferred Shares to elect in accordance with Section 7(b) of the Standard Terms of the Certificate of Determination of Preferences of Series D Fixed Rate Non-Cumulative Perpetual Preferred Stock of First Choice Bank (and to amend the Bylaws to provide that such provision may not be modified, amended or repealed by the Company's board of directors (or any committee thereof) or without the affirmative vote and approval of (x) the stockholders and (y) the holders of at least a majority of the shares of Designated Preferred Stock outstanding at the time of such vote and approval).

By its execution herein, the Company further confirms and agrees that if the office of any Preferred Director becomes vacant for any reason other than removal from office as set forth in said Section 7(b), then the Company's Board of Directors shall vote to elect a successor director as designated by the remaining Preferred Director who shall hold office for the unexpired term in respect of which such vacancy occurred.

The parties hereto acknowledge that there would be no adequate remedy at law if the Company fails to perform any of its obligations under this letter agreement and that the Investor may be irreparably harmed by any such failure, and accordingly agree that the Investor, in addition to any other remedy to which it may be entitled at law or in equity, to the fullest extent permitted and enforceable under applicable law shall be entitled to compel specific performance of the obligations of the Company under this letter agreement without the necessity of proving the inadequacy of monetary damages as a remedy or the posting of a bond.

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This letter agreement and the Certificate of Designations constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties with respect to the subject matter hereof.

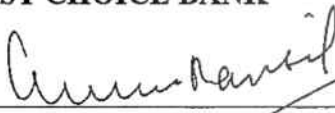
This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This letter agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of California, without giving effect to the conflict of laws rules thereof.

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In witness whereof, this letter agreement has been duly executed by the authorized representatives of the parties hereto as of the date first above written.

FIRST CHOICE BANK

By: 
Name: Neena Bansil
Title: President

**UNITED STATES DEPARTMENT OF
THE TREASURY**

By: _____
Name: _____
Title: _____


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In witness whereof, this letter agreement has been duly executed by the authorized representatives of the parties hereto as of the date first above written.

FIRST CHOICE BANK

By: _____
Name: Neena Bansil
Title: President

**UNITED STATES DEPARTMENT OF
THE TREASURY**

By:  _____
Name: David N. Miller.
Title: Chief Investment Officer